

Residential Tenancies Tribunal

Application 2026-0273-NL & 2026-0327-NL

Pamela Pennell
Adjudicator

Introduction

1. Hearing was called at 1:56 p.m. on 14 May 2026.
2. The applicant, [REDACTED], hereinafter referred to as "the tenant" attended in person at 149 Smallwood Drive. [REDACTED], support person for the applicant also attended in person.
3. The respondents and counter applicants, [REDACTED] (landlord 1) and [REDACTED] (landlord 2), hereinafter referred to as "the landlords" attended by teleconference.

Preliminary Matters

4. The tenant submitted an affidavit with her application stating that she had the landlords served with the Notice of Hearing personally at their primary residence on 7 April 2026 (TT#1). The landlords confirmed receipt of the documents and countered the claim. The landlords submitted an affidavit with their application stating that they had served the tenant with the Notice of Hearing personally by giving it to another person 16 years of age or older on 19 April 2026 (LL#1). The tenant confirmed receipt of the document on that date. In accordance with the *Residential Tenancies Act, 2018* this is good service.
5. There was a 12-month fixed-term rental agreement which commenced on 1 April 2025. The tenant vacated the unit on 28 February 2026. Rent was \$1650.00 per month, due on the first day of each month. A security deposit of \$900.00 was paid on 2 March 2025 and is in the landlord's possession.

Issues before the Tribunal

6. The tenant is seeking:
 - Rent refunded \$1050.00
 - Compensation paid for Inconvenience \$1000.00
 - Other \$2000.00
 - Refund of security deposit \$900.00
 - Hearing expenses \$20.00
7. The landlords are seeking:
 - Rent paid \$212.90

- Compensation paid for damages \$690.00
- Hearing expenses \$20.00
- Security deposit applied against monies owed \$900.00

Legislation and Policy

8. The jurisdiction of the Director of Residential Tenancies is outlined in Sections 46 and 47 of the *Residential Tenancies Act, 2018*.
9. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Act, 2018*: Section 10: Statutory conditions and Section 14: Security deposit.
10. Also, relevant and considered in this decision are the following sections of the *Residential Tenancies Policy Manual*: Section 9-3: Claims for damages to rented premises and Section 12-1: Recovery of costs.

Issue # 1: Rent refunded \$1050.00

Tenant and Landlord's Positions

11. The tenant testified that there was a gap or opening in the bottom right-hand corner of the exterior door, and the weather stripping on the door was installed incorrectly, showing signs of light entering the unit and she also testified that the latch to the door did not line up properly and did not lock tightly. The tenant stated that she was scared for her safety as intruders could potentially access the unit due to the latch problem and she stated that she was also scared that bugs and rodents could enter the unit with ease due to the gap in the bottom corner of the door. The tenant stated that she was not provided with a safe exterior door as she would have expected when she rented the unit and due to the loss of heat through the door and the stress she endured due to her fear of intruders, bugs and rodents, she is seeking a refund of rent at \$150.00 per month for 7 months from August 2025 to February 2026 for a total of \$1050.00. The tenant submitted photographs of the door and the latch to support the claim (TT#2).
12. The landlords disputed that the door was unsafe in anyway and that intruders or rodents could access the unit. Landlord 2 stated that the house was new and the door was newly installed. Landlord 2 testified that he sent photographs provided to him by the tenant to a professional at the [REDACTED] and he stated that he was informed that there wasn't anything wrong with the installation of the door and that he could recess the deadbolt latch a little further back but that would make the door a little harder to physically close. Landlord 2 stated that he exhausted all efforts to try to make the door suitable for the tenant, which involved the use of caulking in the bottom right-hand corner but none of his efforts were satisfactory for the tenant. Landlord 1 stated that the current tenant does not notice any issues with the exterior door.

Analysis

13. Section 10 of the *Residential Tenancies Act* states:

Statutory Conditions

10. (1) *Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between*

the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. Obligation of the landlord –

- a) *The landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.*
- b) *Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the residential premises.*

14. In accordance with Section 10 of the Act as stated above, the tenant would have to show that the landlord failed to maintain the residential premises in a good state of repair and fit for habitation. She would also have to show that the NL Power bill for the unit increased due to the loss of heat through the door, which she failed to do. I asked the tenant when she first noticed the problems with the exterior door and she responded that she noticed back in April shortly after moving into the unit and she stated that she let the landlords know at that time. The tenant stated that she left it for a while with the expectation that the door would be fixed. The tenant testified that she notified the landlords again in writing on 25 August 2025. The tenant stated that she complained to the landlords again on 25 September but did not receive a response from the landlords until 3 October. The tenant stated that she had to ask again on 8 October at which time she sent the landlords 9 photographs of the door and she stated that the landlords put some caulking on the bottom of the door on 11 October which the tenant stated did not solve the problem. The tenant testified that the landlords promised to contact the builder of the house to come in and have a look at the door, but they never showed up and she got tired of asking so she had to purchase weather stripping herself to try to keep the light out and the heat in. The tenant stated that she made another complaint to the landlords on 7 December.

15. I accept the tenant's testimony and the exhibits entered into evidence that there were some issues with the door; however, I find that the tenant failed to show that the issues with the door constituted a material breach of the rental agreement, which is the necessary threshold for awarding a refund of rent. This tribunal does not award for pain and suffering, thus the only thing left is the cost to the tenant for any loss of heat from her unit and as mentioned above, the tenant failed to show that she incurred higher light bills due to the problems with the door. For those reasons, I find that there is insufficient basis to award any compensation to the tenant for the problems with the door. I find that the landlords are not responsible for the refund of rent to the tenant.

Decision

16. The tenant's claim for a refund of rent does not succeed.

Issue # 2: Compensation paid for Inconvenience and Other \$3000.00

Tenant and Landlord's Positions

17. The tenant testified that she was inconvenienced during the tenancy by the landlords due to driveway / parking issues and the lack of ease of access to her unit given that she has a physical disability and was usually forced to walk further than necessary. The

tenant also testified that she was inconvenienced due to the erection of a fence next to her entrance which left her with limited space outside her unit for enjoyment of the outdoors. The tenant is seeking \$1000.00 for pain and suffering due to the inconveniences. The tenant testified that she also experienced added stress to her life due to a slippery driveway caused by water dripping from the side of the house and a blocked living room window which was due to a parked vehicle too close to it which could have been catastrophic in the event of a fire. The tenant is seeking \$2000.00 for stress in relation to her safety being jeopardized for a total of \$3000.00. The tenant submitted copies of letters outlining what her inconveniences were and how her safety was at risk (TT#3).

Analysis

18. This tribunal does not have the authority to award monetary compensation for pain and suffering or stress, and as such, those items were not analyzed during the hearing.

Decision

19. The tenant's claim for compensation for inconveniences and "Other" does not succeed.

Item # 3: Rent paid \$212.90

Landlord's and Tenant's Positions

20. The landlord's testified that the tenant vacated the unit on 28 February 2026 without a proper termination notice and they were unable to re-rent the unit until March 5. The landlords are seeking a loss of rental income for the period of March 1-4 in the amount of \$212.90.
21. The tenant did not dispute that she vacated the unit before the end of the fixed term, however she testified that she entered into a mutual agreement with the landlords whereby she could get out of the lease early due to her safety concerns at the unit. The tenant testified that she gave the tenants a written termination notice on 1 January to leave on 28 February and her support person corroborated the testimony and stated that she was the person who delivered the notice in person on that date.

Analysis

22. I asked the landlords if they agreed to allow the tenant to break the lease and leave at the end of February and landlord 2 responded that they did as the tenant often expressed concerns for her safety at the unit. I find that the tenant and the landlords entered into a discontinuation agreement which allowed the tenant to break the lease and leave on 28 February. For that reason, I find that the tenant is not responsible for the loss of rental income for the period of March 1-4, 2026.

Decision

23. The landlords claim for rent paid does not succeed.

Item # 4: Compensation Paid for Damages \$690.00

Relevant Submission

24. The landlords testified that there was damage to the bedroom flooring which was detected after the tenant vacated and they are seeking \$690.00 to have a section of the

flooring repaired. The landlords submitted a copy of a damages ledger to support the claim (LL#2).

Landlord's and Tenant's Positions

25. The landlords testified that there was a bench located in the bedroom which left a multiple of small dents in the laminate flooring and they are seeking the cost to have a section of the flooring replaced in the amount of \$690.00. The landlord's submitted a photograph of the damage to the flooring (LL#3) and a quote from *Award Flooring* to support the claim (LL#4).
26. The tenant did not dispute that she had a bench at the end of the bed, however she disputed that there was any damage to the flooring in the bedroom when she vacated the unit as she had a rug underneath the bench and she testified that the landlords refused to conduct a final walk through with her. The tenant also testified that if the damage had been there at the end of the tenancy, then her home support workers would have noticed it as well and her brother who took apart her bed would have noticed it as well. The tenant also questioned the exhibit entered into evidence which shows a small portion of flooring in a room with no other identifiers to prove that the room in question was the bedroom in her previous unit. The tenant made reference to the use if AI to fabricate the damage to the floor.

Analysis

27. In accordance with *Residential Tenancies Policy 9-3*, the applicant is required to show:

- *That the damage exists;*
- *That the respondent is responsible for the damage, through a willful or negligent act;*
- *The value to repair or replace the damaged item(s)*

28. I asked the landlords if they were confident that the damage to the floor did not exist at the commencement of the tenancy and landlord 1 responded that they were confident as the house was new and the tenant was the first person to reside in the unit. I asked the landlords was it possible that something happened to the flooring after the tenant vacated the unit and landlord 1 responded that it was not possible as she took the photograph on 14 February which was the last day that the tenant stayed at the unit. I do not accept the tenant's testimony that the floor was not damaged on the day she vacated and I do not accept the tenant's testimony that the damage was fabricated by the landlords.

29. Based on the testimony of both the landlords and the tenant and based on the exhibit entered into evidence and in accordance with Section 9-3 of the *Policy* as stated above, I accept that the landlords could show that the damage exists, they could show that the photograph was stamp dated for 14 February and as the tenant was the only person residing at the residence since the flooring was installed, I accept that the damage occurred during the tenancy. I accept that there was a rug under the bench which explains why the tenant and / or her support workers did not notice the damage. I find that the damage could have been easy to miss on the date of move out as the dents on the floor are light and if the sun was shining in the room, the damage could have been missed. With that said, I find that the damage exists and it occurred during the tenancy,

thus the tenant shall be responsible for the cost to replace the portion of flooring in question.

30. The landlords submitted a quote to have the laminate boards replaced and I questioned the amount as it appeared to be high for the replacement of 3 boards. Landlord 2 explained that the boards would have to be removed from the corner of the room, and the labor involved was high. I accept the quote from *Award Flooring* as entered into evidence and I find that the tenant is responsible for the cost of repairing the damage to the bedroom flooring in the amount of \$690.00.

Decision

31. The landlord's claim for compensation paid for damage succeeds in the amount of \$690.00.

Issue # 5: Hearing expenses \$20.00

Analysis

32. Both the tenant and the landlords paid an application fee of \$20.00 to *Residential Tenancies* and submitted copies of the receipts to support the claim. In accordance with Section 12-1 of the *Policy*, filing fees can be claimable costs. As the landlord's claim for losses has been successful, the tenant shall pay for the hearing expenses.

Decision

33. The tenant's claim for hearing expenses does not succeed.
34. The landlord's claim for hearing expenses succeeds in the amount of \$20.00.

Issue # 6: Security deposit applied against monies owed Refund of Security Deposit

Analysis

35. Section 14 of the *Residential Tenancies Act, 2018* deals with security deposits, and the relevant subsections state:

Security deposit

14. (8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.
- (9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.
- (10) Where a landlord believes he or she has a claim for all or part of the security deposit,
- (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
 - (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.

- (11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).
- (12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

36. The landlord's claim for losses has been successful as per paragraphs 31 and 34 above, and as such, the security deposit shall be applied against monies owed. Pursuant to the *Residential Tenancies Act, 2018* the landlord must pay interest on a security deposit to a tenant for the entire period that the landlord has had the security deposit. The interest is calculated as simple interest and is not compounded. The annual interest rate for 2025 was 1% and is currently 0% for 2026. **Note:** the interest owed up to the hearing date equates to \$7.52.

Decision

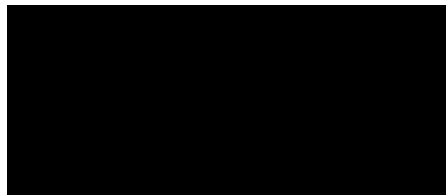
37. The tenant's claim for refund of security deposit partially succeeds.
38. The landlord's claim to have the security deposit applied against monies owed succeeds.

Summary of Decision

39. The tenant's claim for refund of rent, compensation paid for inconvenience, "Other" and hearing expenses does not succeed.
40. The tenant's claim for security deposit refunded plus interest succeeds in the amount \$197.52.
41. The tenant shall pay the landlords \$0.00 as follows:

Rent paid	\$0.00
Compensation for damages	690.00
Hearing expenses	20.00
Less: security deposit	710.00
Total	\$0.00

June 8, 2026
Date



Pamela Pennell, Adjudicator
Residential Tenancies Office